

WEIL GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Richard P. Krasnow

Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----x
In re : Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)
Debtors. : (Jointly Administered)
-----x

**STIPULATION, AGREEMENT AND ORDER BETWEEN LEHMAN
BROTHERS HOLDINGS INC. AND SAINT JOSEPH'S UNIVERSITY
PROVIDING FOR LIMITED RELIEF FROM THE AUTOMATIC STAY**

TO THE HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE:

Lehman Brothers Holdings Inc. (“LBHI”), as debtor and debtor-in-possession, and Saint Joseph’s University (“SJU”), by and through their respective counsel, hereby enter into this Stipulation, Agreement and Order (the “Stipulation, Agreement and Order”) and represent and agree as follows:

RECITALS

A. On September 15, 2008 (the “Commencement Date”) and periodically thereafter, Lehman Brothers Holdings Inc. (“LBHI”) and certain of its subsidiaries commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

B. On November 23, 2009, this Court entered the Order Granting the Debtors Authority to Issue Subpoenas for the Production of Documents and Authorizing the Examination of Persons and Entities [Docket No. 5910] (the “Subpoena Order”).

C. In accordance with the Subpoena Order, on February 25, 2010, LBHI issued a subpoena to SJU pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure 2004 (the “Rule 2004 Subpoena”).

D. SJU asserts that it is entitled to reimbursement for coverage and defense costs from National Union Fire Insurance Company of Pittsburgh, PA (“National Union”), a Pennsylvania domiciled insurance company, in connection with its efforts to comply with the Rule 2004 Subpoena.

E. In connection therewith, on or about April 19, 2011, SJU commenced a declaratory judgment action in the Philadelphia County Court of Common Pleas (Case No. 110200590) against National Union (the “Action”). By the Action, SJU is seeking coverage and defense costs with respect to the Rule 2004 Subpoena, under an insurance policy issued for the benefit of SJU by National Union.

F. SJU further asserts that, under Pennsylvania law, it is required to name LBHI as a nominal party to the Action even though it is not seeking relief with respect to LBHI.

G. In light of the foregoing, LBHI and SJU (each a “Party” and together, the “Parties”) have agreed, subject to approval of this Court, to resolve the issue on the terms set forth below.

IT IS HEREBY STIPULATED, AGREED, AND ORDERED by and between LBHI and SJU, through their undersigned attorneys, that:

1. This Stipulation, Agreement and Order shall have no force or effect unless and until approved by the Court (the "Effective Date").
2. Upon the Effective Date, to the extent that the automatic stay provided for in section 362 of the Bankruptcy Code is applicable, it shall be modified solely to permit SJU to name LBHI as a nominal defendant in the action; provided, however, that said automatic stay shall not be modified for any other purpose including, without limitation the assertion against LBHI of any claims, counter-claims, cross-claims, interests, benefits or remedies of any kind whatsoever.
3. Except as expressly provided in paragraph 2, the provisions of section 362(a) of the Bankruptcy Code, including, without limitation, those provisions prohibiting the commencement or continuation of a judicial proceeding against LBHI that was or could have been commenced prior to the Commencement Date, and those provisions prohibiting any act to collect, assess, or recover a claim that arose prior to the Commencement Date from LBHI's estate and/or assets or property of LBHI (as defined in section 541 of the Bankruptcy Code), shall remain in full force and effect.
4. This Stipulation, Agreement and Order may only be amended or otherwise modified by a signed writing executed by the Parties.
5. Each person who executes this Stipulation, Agreement and Order by or on behalf of a Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation, Agreement and Order on behalf of such Party.

6. This Stipulation, Agreement and Order may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation, Agreement and Order to present any copy, copies, electronic copies, or facsimiles signed by the Parties.

7. This Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation, Agreement and Order.

Dated: June 1, 2011
Plainview, New York

/s/ Joseph M. Donley
Joseph M. Donley

Thorp, Reed & Armstrong, LLP
One Commerce Square
2005 Market Street, Suite 1000
Philadelphia, PA 19103
Telephone: (215) 640-8525

Attorneys for Saint Joseph's University

Dated: June 1, 2011
New York, New York

/s/ Richard P. Krasnow
Richard P. Krasnow
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

SO ORDERED:

Dated: New York, New York
June 14, 2011

s/ James M. Peck
Honorable James M. Peck
United States Bankruptcy Judge